

This instrument Prepared By:
Grant Dunnam
P.O. Box 416
McCalla, Al 35111

Send Tax Notice To:
✓ Howard Grant Dunnam Jr.
as Trustee of The 120
Selwyn Abbey Trust
P.O. Box 416
McCalla, Al 35111

Inst # 2000-03941

02/07/2000-03941
04:17 PM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
11.50
332

WARRANTY DEED TO TRUSTEE

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOWN ALL MEN BY THESE PRESENTS

That in consideration of Ten-----XX/100DOLLARS
(AND OTHER GOOD AND VALUABLE CONSIDERATIONS)
to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the
receipt whereof is acknowledged, I or We,

Howard Grant Dunnam Jr. An Unmarried Man,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**HOWARD GRANT DUNNAM JR., AS TRUSTEE and not personally, of The 120
SELWYN ABBEY TRUST**

As Trustee and not personally under the provisions of a Trust Agreement dated the
5 day of February 2000, known as THE 120 SELWYN ABBEY TRUST, the
following described real estate, situated in SHELBY COUNTY ALABAMA,
To-wit:

**LOT 35, ACCORDING TO THE SURVEY OF WEATHERLY, GLEN ABBEY,
SECTOR 12, AS RECORDED IN MAP BOOK 18, PAGE 128.
IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**

**TOGETHER with all the tenements, hereditaments and appurtenances thereto, belonging
or in anywise appertaining.**

**TO HAVE AND TO HOLD the said premises in fee simple forever, with the
appurtenances attached thereto upon the Trust and for the uses and purposes herein and in
said Trust Agreement set forth.**

**FULL POWER and authority granted to said trustee, with respect to the said premises
or any part or any part of it, and at any time or times, to subdivide said premises or any
part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision
or part thereof, and to resubdivide said property as often as desired, to contract to sell, to
grant options to purchase, to sell on any terms, to convey either with or without
consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any
part thereof, to lease said property, or any part, from time to time, in possession or
reversion by leases to commence now or later, and upon any terms and for any period or
periods of time and to renew or extend leases upon any terms and for any period or
periods of time, to renew or extend leases upon any terms and for any period or periods
of time, and to amend, change or modify the terms and provisions thereof at any time
hereafter, to contract to make leases and to grant options to lease and options to renew
leases and options to purchase the whole or any part of the reversion and to contract
respecting the manner of fixing the amount of future renters, to partition or to exchange
the said property, to grant easements or change of any kind, to release, convey or assign
any right, title or interest in or about easement appurtenant to said premises or any part
thereof, and to deal with said property and every part thereof in all other ways and such
other considerations as it would be lawful for and person owning the same to deal with
the same, whether similar to or different from the ways above specified, at any time or
times hereafter.**

IN NO CASE shall any party dealing with the said Trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency or any act of said Trustee, or be obliged or privileged to inquire into any terms of said Trust agreement, and every deed, mortgage, lease, or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the same time of delivery thereof, the Trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance with Trust's constitutions and limitations contained herein and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage and other instrument.

THE INTEREST of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earning, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have title or interest legal or equitable in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land and will defend the same against the lawful claims of all persons whomsoever, and that the said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999.

IN WITNESS WHEREOF, the said grantor has hereunto set their hands and seals this 5 day February, 2000.


Howard Grant Dunnam Jr.

STATE OF ALABAMA
COUNTY OF SHELBY

Before me personally appeared the individual above-written to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledge to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 5 day of Feb 2000.

My Commission Expires: 10-06-03


NOTARY PUBLIC

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